

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,  
Plaintiff,  
v.  
KRISTEN LECCESE,  
Defendant.

NO. CR20-151RAJ

**PLEA AGREEMENT**

The United States of America, by and through Nicholas W. Brown, United States Attorney for the Western District of Washington, and the undersigned Assistant United States Attorneys for said District, and Defendant Kristen Leccese, by and through Defendant's attorney, Kathleen Cassidy, enter into the following Agreement, pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B).

1. **The Charge.** Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enters a plea of guilty to each of the following charge(s) contained in the Indictment.

a. Conspiracy to Commit Violation of the Travel Act, as charged in Count 1, in violation of Title 18, United States Code, Section 371.

1 By entering a plea of guilty, Defendant hereby waives all objections to the form of  
2 the charging document. Defendant further understands that before entering any guilty  
3 plea, Defendant will be placed under oath. Any statement given by Defendant under oath  
4 may be used by the United States in a prosecution for perjury or false statement.  
5 Defendant further waives any objections to venue as to any charge.

6 **2. Elements of the Offense.** The elements of the offense(s) to which  
7 Defendant is pleading guilty are as follows:

8 a. The elements of Conspiracy, in violation of Title 18, United States  
9 Code, Section 371, as charged in Count 1, are as follows:

- 10 • First, there was an agreement between two or more persons to commit at least  
11 one crime as charged in the indictment; and
- 12 • Second, the defendant became a member of the conspiracy knowing of at least  
13 one of its objects and intending to help accomplish it; and
- 14 • Third, one of the members of the conspiracy performed at least one overt act  
15 for the purpose of carrying out the conspiracy.

16 b. The elements of a Violation of the Travel Act, in violation of  
17 Title 18, United States Code, Section 1952(a)(3), are as follows:

- 18 • First, the defendant traveled in interstate or foreign commerce or used  
19 interstate or foreign wires with the intent to promote, manage, establish, or  
20 carry on, or to facilitate the promotion, management, establishment, or carrying  
21 on of, Commercial Bribery, in violation of New York Penal Law § 180.03 or  
22 California Penal Code § 641.3<sup>1</sup>;

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24 <sup>1</sup> New York Penal Law § 180.03 states in pertinent part:

25 A person is guilty of commercial bribing in the first degree when he confers, or offers or agrees to confer,  
26 any benefit upon any employee, agent or fiduciary without the consent of the latter's employer or principal,  
27 with intent to influence his conduct in relation to his employer's or principal's affairs, and when the value of  
28 the benefit conferred or offered or agreed to be conferred exceeds one thousand dollars and causes  
economic harm to the employer or principal in an amount exceeding two hundred fifty dollars.

California Penal Code § 641.3 states in pertinent part:

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- Second, after doing so, the defendant performed or attempted to perform Commercial Bribery;
- Third, the defendant did something that was a substantial step toward committing the crime and that strongly corroborated the defendant's intent to commit the crime.

3. **The Penalties.** Defendant understands that the statutory penalties applicable to the offense(s) to which Defendant is pleading guilty are as follows:

a. For the offense of Conspiracy to Commit Violations of the Travel Act, as charged in Count 1: A maximum term of imprisonment of up to five (5) years, a fine of up to \$250,000, a period of supervision following release from prison of up to three (3) years, and a mandatory special assessment of \$100. If a probationary sentence is imposed, the probation period can be for up to five (5) years.

Defendant understands that supervised release is a period of time following imprisonment during which Defendant will be subject to certain restrictive conditions and requirements. Defendant further understands that, if supervised release is imposed and Defendant violates one or more of the conditions or requirements, Defendant could be returned to prison for all or part of the term of supervised release that was originally imposed. This could result in Defendant serving a total term of imprisonment greater than the statutory maximum stated above.

Defendant understands that as a part of any sentence, in addition to any term of imprisonment and/or fine that is imposed, the Court may order Defendant to pay restitution to any victim of the offense, as required by law.

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(a) Any employee who solicits, accepts, or agrees to accept money or any thing of value from a person other than his or her employer, other than in trust for the employer, corruptly and without the knowledge or consent of the employer, in return for using or agreeing to use his or her position for the benefit of that other person, and any person who offers or gives an employee money or any thing of value under those circumstances, is guilty of commercial bribery.

(b) This section does not apply where the amount of money or monetary worth of the thing of value is two hundred fifty dollars (\$250) or less.

1 Defendant further understands that the consequences of pleading guilty may  
2 include the forfeiture of certain property, either as a part of the sentence imposed by the  
3 Court, or as a result of civil judicial or administrative process.

4 Defendant agrees that any monetary penalty the Court imposes, including the  
5 special assessment, fine, costs, or restitution, is due and payable immediately and further  
6 agrees to submit a completed Financial Statement of Debtor form as requested by the  
7 United States Attorney's Office.

8 Defendant understands that, if pleading guilty to a felony drug offense, Defendant  
9 will become ineligible for certain food stamp and Social Security benefits as directed by  
10 Title 21, United States Code, Section 862a.

11 **4. Immigration Consequences.** Defendant recognizes that pleading guilty  
12 may have consequences with respect to Defendant's immigration status if Defendant is  
13 not a citizen of the United States. Under federal law, a broad range of crimes are grounds  
14 for removal, and some offenses make removal from the United States presumptively  
15 mandatory. Removal and other immigration consequences are the subject of a separate  
16 proceeding, and Defendant understands that no one, including Defendant's attorney and  
17 the Court, can predict with certainty the effect of a guilty plea on immigration status.  
18 Defendant nevertheless affirms that Defendant wants to plead guilty regardless of any  
19 immigration consequences that Defendant's guilty plea(s) may entail, even if the  
20 consequence is Defendant's mandatory removal from the United States.

21 **5. Rights Waived by Pleading Guilty.** Defendant understands that by  
22 pleading guilty, Defendant knowingly and voluntarily waives the following rights:

- 23 a. The right to plead not guilty and to persist in a plea of not guilty;
- 24 b. The right to a speedy and public trial before a jury of Defendant's  
25 peers;
- 26 c. The right to the effective assistance of counsel at trial, including, if  
27 Defendant could not afford an attorney, the right to have the Court appoint one for  
28 Defendant;

- 1                   d.       The right to be presumed innocent until guilt has been established  
2 beyond a reasonable doubt at trial;
- 3                   e.       The right to confront and cross-examine witnesses against Defendant  
4 at trial;
- 5                   f.       The right to compel or subpoena witnesses to appear on Defendant's  
6 behalf at trial;
- 7                   g.       The right to testify or to remain silent at trial, at which trial such  
8 silence could not be used against Defendant; and
- 9                   h.       The right to appeal a finding of guilt or any pretrial rulings.

10       **6.       United States Sentencing Guidelines.** Defendant understands and  
11 acknowledges that the Court must consider the sentencing range calculated under the  
12 United States Sentencing Guidelines and possible departures under the Sentencing  
13 Guidelines together with the other factors set forth in Title 18, United States Code,  
14 Section 3553(a), including: (1) the nature and circumstances of the offense(s); (2) the  
15 history and characteristics of Defendant; (3) the need for the sentence to reflect the  
16 seriousness of the offense(s), to promote respect for the law, and to provide just  
17 punishment for the offense(s); (4) the need for the sentence to afford adequate deterrence  
18 to criminal conduct; (5) the need for the sentence to protect the public from further  
19 crimes of Defendant; (6) the need to provide Defendant with educational and vocational  
20 training, medical care, or other correctional treatment in the most effective manner;  
21 (7) the kinds of sentences available; (8) the need to provide restitution to victims; and (9)  
22 the need to avoid unwarranted sentence disparity among defendants involved in similar  
23 conduct who have similar records. Accordingly, Defendant understands and  
24 acknowledges that:

- 25                   a.       The Court will determine Defendant's Sentencing Guidelines range  
26 at the time of sentencing;
- 27
- 28

1           b.       After consideration of the Sentencing Guidelines and the factors in  
2 18 U.S.C. § 3553(a), the Court may impose any sentence authorized by law, up to the  
3 maximum term authorized by law;

4           c.       The Court is not bound by any recommendation regarding the  
5 sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines  
6 range offered by the parties or the United States Probation Department, or by any  
7 stipulations or agreements between the parties in this Plea Agreement; and

8           d.       Defendant may not withdraw a guilty plea solely because of the  
9 sentence imposed by the Court.

10        7.       **Ultimate Sentence.** Defendant acknowledges that no one has promised or  
11 guaranteed what sentence the Court will impose.

12        8.       **Statement of Facts.** The parties agree on the following facts. Defendant  
13 admits Defendant is guilty of the charged offense(s):

14           For a period of time, beginning in 2016, continuing into 2020, Defendant Kristen  
15 Leccese did knowingly and willfully combine, conspire, confederate, and agree with the  
16 co-defendants, and others, to commit, and did commit, offenses against the United States,  
17 including using a facility in interstate and foreign commerce, with the intent to promote,  
18 manage, establish, carry on and facilitate the promotion, management, establishment, and  
carrying on of an unlawful activity, that is, Commercial Bribery, in violation of  
California Penal Code § 641.3 and New York Penal Law § 180.03.

19           More specifically, using interstate and foreign wires, Defendant assisted co-  
20 defendant Joseph Nilsen and other associates to confer bribery payments to employees of  
21 Amazon.com, Inc. and its subsidiaries (“Amazon”) in order to, among other things,  
22 obtain confidential property and information stored on Amazon’s internal networks,  
23 procure other benefits and competitive advantages for certain third-party merchants on  
the Amazon Marketplace, and at times inflict harm or sabotage certain seller accounts.  
24 Defendant did so with intent to influence the employees’ conduct in relation to the  
employer’s affairs and without Amazon’s knowledge or consent, causing economic harm  
25 to Amazon (in excess of two hundred and fifty dollars, as contemplated by New York  
Penal Law § 180.03). By way of example, Defendant assisted her co-defendants to  
26 engage with multiple Amazon employees, directly and at times through intermediaries, to  
27 pay cash bribes in exchange for their misuse of their employee privileges and network  
access to benefit external parties. These compromised Amazon insiders agreed to and did  
28 accept money and payments from Defendant and others, corruptly and without the

1 knowledge or consent of the employer, in return for using and agreeing to use their  
2 position for the benefit of those other persons. Part of the improper benefit involved the  
3 misuse of restricted access and privileges of employment to provide third parties access  
4 to information from protected computers, all for purposes of commercial advantage and  
private financial gain.

5 Defendant and her associates engaged in such conduct for numerous third-party  
6 sellers on the Amazon Marketplace, as well as for the benefit of seller accounts she  
7 owned and operated with others. Through this scheme, Defendant intended to deceive  
8 and cheat and knowingly caused harm to Amazon, and to third-party sellers and  
9 consumers on the Amazon Marketplace, including by depriving Amazon of the exclusive  
10 use and confidentiality of its internal business information, interfering with Amazon's  
11 ability to monitor the safety and authenticity of goods sold on the Amazon Marketplace,  
12 and impairing the accuracy of information posted on the Amazon Marketplace. Through  
the use of bribes, unauthorized access to Amazon's internal business information, and  
materially false statements and representations, Defendant and her co-conspirators  
engaged in the following categories of conduct, among others:

13 • Stealing Amazon confidential business information: Defendant and  
14 others bribed Amazon insiders to access, copy and send them confidential information  
15 that the insiders misappropriated from Amazon's protected networks, including internal  
16 standard operating procedures (SOPs) and Wikis. The stolen files included, among other  
17 things, proprietary algorithms related to the Amazon Marketplace search engine,  
18 Amazon's product-review rankings, and the coveted "buy boxes" product listings; the  
19 criteria that Amazon considers when determining whether to suspend or reinstate  
20 accounts or product listings; Amazon's internal notes, or "annotations" (which others  
21 sometimes referred to as "fruit"), about merchant accounts and enforcement actions taken  
22 by Amazon; and, Amazon consumers' and employees' identities and contact information.  
23 Defendant and others derived substantial commercial benefits from the misappropriated  
24 information, including by sharing it within their professional networks and using it to  
25 benefit their clients.

26 • Reinstating suspended third-party seller accounts and products:  
27 Defendant and others bribed Amazon insiders to reinstate merchant accounts and product  
28 listings that Amazon had suspended for reported violations of the Marketplace's terms of  
use, including customer-safety concerns, counterfeiting complaints from intellectual-  
property holders, manipulation of product reviews, and other violations of Amazon's  
policies and codes of conduct. Defendant and others also prepared "plans of action"  
("POAs") for third-party merchants, some of which contained materially false statements,  
which Amazon relied upon in making its reinstatement determinations. In some cases,  
Defendant and others further instructed third-party merchants when to file such POAs to



1 coincide with when a complicit Amazon insider was working and could assign the  
2 fraudulent POA to him/herself for reinstatement.

3 • Circumventing Amazon restrictions and limitations: Defendant and  
4 others bribed Amazon insiders to circumvent, waive, and/or increase Amazon-imposed  
5 limitations and fees relating to the amount of inventory that a third-party merchant  
6 utilizing the fulfilled-by-Amazon (“FBA”) may store at Amazon’s various warehouses  
7 and fulfillment centers, including hazmat, oversized, and long-term inventory. Such  
unauthorized account modifications benefited third-party merchant, by increasing sales  
volume and in turn prominence on the Amazon Marketplace.

8 • Accessing restricted product categories or brands: Defendant and  
9 others bribed Amazon insiders to obtain supplier invoices provided by authorized sellers  
10 in restricted product categories, such as dietary supplements, or of restricted product  
11 brands. Defendant and others then would alter the invoices and forged invoices to falsely  
12 represent that other third-party merchants had acquired goods from verified wholesalers  
13 or manufacturers, when in actuality, they had not. Amazon relied on such fraudulent  
invoices to permit the third-party merchants to market and sell goods in restricted product  
categories or of restricted product brands.

14 • Manipulating customer reviews: Defendant and others bribed  
15 Amazon insiders to provide customer purchase data for particular sellers, including those  
16 who may have submitted negative reviews. Defendant and others also operated  
17 numerous sham Amazon buyer accounts, using fake information, to purchase goods from  
18 certain targeted merchants and submit negative reviews and customer complaints, which  
19 were intended to deceive consumers, negatively affect the merchants’ sales and position  
20 on the Amazon Marketplace, and possibly compel suspensions or other enforcement  
21 actions by Amazon. Alternatively, these sham buyer accounts were used to purchase  
22 goods from certain favored merchants and submit positive reviews, which were intended  
23 to deceive consumers and Amazon and, based on the algorithms, enhanced the  
24 merchants’ position on the Amazon Marketplace.

25 • Surveilling and attacking third-party merchants and product listings:  
26 At times, Defendant and others obtained internal Amazon information on competing  
27 third-party merchants and at times manufactured efforts to attack or sabotage certain  
28 sellers and product listings, in order to gain an unfair competitive advantage or to induce  
certain behavior. Amazon insiders shared competitive intelligence about the victim  
sellers’ businesses, products, and advertising strategies. Attacks included review  
manipulation, discussed above, and “takedowns” through which Defendant and others  
defaced targeted merchants’ product listings with replacement, and in some cases lewd



1 and offensive, content and images, designed to drive away consumers and intimidate the  
2 victims.

3 Defendant's conduct included use of interstate and foreign wires, including those  
4 affecting the Western District of Washington, to carry on and promote the scheme.  
5 Defendant further agrees that, for the purposes of sentencing, the total amount of bribes  
6 paid to Amazon employees by or through her or co-defendant Nilsen exceeded \$100,000.

7 The parties agree that the Court may consider additional facts contained in the  
8 Presentence Report (subject to standard objections by the parties) and/or that may be  
9 presented by the United States or Defendant at the time of sentencing, and that the factual  
10 statement contained herein is not intended to limit the facts that the parties may present to  
11 the Court at the time of sentencing.

12 **9. Sentencing Factors.** The parties understand that the Court will determine  
13 the Sentencing Guidelines computation and the advisory sentencing range at the time of  
14 sentencing. The parties agree they are free to present arguments regarding the  
15 applicability of provisions of the United States Sentencing Guidelines. Defendant  
16 understands, however, that at the time of sentencing, the Court is free to reject these  
17 stipulated adjustments, and is further free to apply additional downward or upward  
18 adjustments in determining Defendant's Sentencing Guidelines range.

19 **10. Acceptance of Responsibility.** At sentencing, *if* the Court concludes  
20 Defendant qualifies for a downward adjustment acceptance for acceptance of  
21 responsibility pursuant to USSG § 3E1.1(a) and Defendant's offense level is 16 or  
22 greater, the United States will make the motion necessary to permit the Court to decrease  
23 the total offense level by three (3) levels pursuant to USSG §§ 3E1.1(a) and (b), because  
24 Defendant has assisted the United States by timely notifying the United States of  
25 Defendant's intention to plead guilty, thereby permitting the United States to avoid  
26 preparing for trial and permitting the Court to allocate its resources efficiently.

27 **11. Interdependence of Plea Agreements.** Defendant acknowledges that the  
28 United States has conditioned its willingness to enter into this Plea Agreement on the

1 Court's acceptance of the guilty plea and Plea Agreement by Joseph Nilsen, in No.  
2 CR20-151RAJ. As a result, if either Defendant or Defendant Nilsen fails to enter into,  
3 and plead guilty pursuant to the terms of, the respective Plea Agreements, or if either  
4 Defendant or Defendant Nilsen later seeks to withdraw the resulting guilty pleas, the  
5 United States may, at its election, withdraw from either or both Plea Agreements. If the  
6 United States chooses to withdraw from this Plea Agreement under these circumstances,  
7 Defendant understands that the United States will seek an Indictment against both parties  
8 for all crimes for which the United States has sufficient evidence.

9       **12. Recommendation Regarding Imprisonment.** Pursuant to Federal Rule of  
10 Criminal Procedure 11(c)(1)(B), the United States agrees to recommend that the  
11 appropriate term of imprisonment to be imposed by the Court at the time of sentencing is  
12 a term no greater than the advisory Sentencing Guidelines range, as calculated by the  
13 Court at the times of sentencing.

14       Defendant understands that this recommendation is not binding on the Court and  
15 the Court may reject the recommendations of the parties and may impose any term of  
16 imprisonment up to the statutory maximum penalty authorized by law. Defendant further  
17 understands that Defendant cannot withdraw a guilty plea simply because of the sentence  
18 imposed by the Court. Except as otherwise provided in this Plea Agreement, the parties  
19 are free to present arguments regarding any other aspect of sentencing.

20       **13. Restitution.** Defendant agrees that the Court may order Defendant to pay  
21 restitution to the victims of Defendant's crimes and, in exchange for the agreements by  
22 the United States contained in this plea agreement, Defendant agrees that, to the extent  
23 authorized by law, restitution in this case should not be limited to the offense(s) of  
24 conviction. Defendant is aware that the United States will present evidence supporting an  
25 order of restitution for all losses caused by all of Defendant's criminal conduct known to  
26 the United States at the time of Defendant's guilty plea(s) to include those losses  
27 resulting from crimes not charged or admitted by Defendant in the Statement of Facts. In  
28 exchange for the promises by the United States contained in this plea agreement,

1 Defendant agrees that Defendant will be responsible for any order by the District Court  
2 requiring the payment of restitution for such losses.

3           a.       The full amount of restitution shall be due and payable immediately  
4 on entry of judgment and shall be paid as quickly as possible. If the Court finds that the  
5 defendant is unable to make immediate restitution in full and sets a payment schedule as  
6 contemplated in 18 U.S.C. § 3664(f), Defendant agrees that the Court's schedule  
7 represents a minimum payment obligation and does not preclude the U.S. Attorney's  
8 Office from pursuing any other means by which to satisfy the defendant's full and  
9 immediately-enforceable financial obligation, including, but not limited to, by pursuing  
10 assets that come to light only after the district court finds that the defendant is unable to  
11 make immediate restitution.

12           b.       Defendant agrees to disclose all assets in which Defendant has any  
13 interest or over which Defendant exercises control, directly or indirectly, including those  
14 held by a spouse, nominee, or third party. Defendant agrees to cooperate fully with the  
15 United States' investigation identifying all property in which Defendant has an interest  
16 and with the United States' lawful efforts to enforce prompt payment of the financial  
17 obligations to be imposed in connection with this prosecution. Defendant's cooperation  
18 obligations are: (1) before sentencing, and no more than 30 days after executing this Plea  
19 Agreement, truthfully and completely executing a Financial Disclosure Statement  
20 provided by the United States Attorney's Office and signed under penalty of perjury  
21 regarding Defendant's and Defendant's spouse's financial circumstances and producing  
22 supporting documentation, including tax returns, as requested; (2) providing updates  
23 with any material changes in circumstances, as described in 18 U.S.C. § 3664(k), within  
24 seven days of the event giving rise to the changed circumstances; (3) authorizing the  
25 United States Attorney's Office to obtain Defendant's credit report before sentencing; (4)  
26 providing waivers, consents or releases requested by the U.S. Attorney's Office to access  
27 records to verify the financial information; (5) authorizing the U.S. Attorney's Office to  
28 inspect and copy all financial documents and information held by the U.S. Probation

1 Office; (6) submitting to an interview or deposition regarding Defendant's Financial  
2 Statement and supporting documents before sentencing (if requested by the United States  
3 Attorney's Office), and fully and truthfully answering questions during such interview or  
4 deposition; and (7) notifying the United States Attorney's Office before transferring any  
5 interest in property owned directly or indirectly by Defendant, including any interest held  
6 or owned in any other name, including all forms of business entities and trusts.

7 c. The parties acknowledge that voluntary payment of restitution prior  
8 to the adjudication of guilt is a factor the Court considers in determining whether  
9 Defendant qualifies for acceptance of responsibility pursuant to USSG § 3E1.1(a). In  
10 addition, in any event, the government will consider Defendant's cooperation regarding  
11 restitution in making its sentencing recommendation.

12 **14. Forfeiture of Assets.** Defendant understands that the Court may order  
13 forfeiture of certain assets as part of the sentence imposed in this case, to the extent  
14 permitted by law. Defendant agrees to forfeit to the United States upon the entry of a  
15 Preliminary Order of Forfeiture Defendant's right, title, and interest in any and all  
16 property, real or personal, that was used or intended to be used to commit or to facilitate  
17 the commission of Conspiracy to Commit Violations of the Travel Act, as charged in  
18 Count 1, in violation of Title 18, United States Code, Section 371, as well as any  
19 property, real or personal, constituting or derived from, any proceeds that such person  
20 obtained, directly or indirectly, as a result of such violation. This property is subject to  
21 forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), by way of  
22 Title 28, United States Code, Section 2461(c), and includes, but is not limited to a sum of  
23 money in an amount to be determined at the time of sentencing, representing the proceeds  
24 Defendant personally obtained, directly or indirectly, as a result of the commission of the  
25 offense charged in Count 1.

26 Defendant agrees to fully assist the United States in the forfeiture of the above-  
27 described property and to take whatever steps are necessary to pass clear title to the  
28 United States, including but not limited to: surrendering title and executing any

1 documents necessary to effectuate such forfeiture; assisting in bringing any assets located  
2 outside the United States within the jurisdiction of the United States; and taking whatever  
3 steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed,  
4 wasted, hidden, or otherwise made unavailable for forfeiture. Defendant agrees not to  
5 file a claim, or to assist any third party with filing a claim, to any of the above-described  
6 property in any federal forfeiture proceeding, administrative or judicial, which may be or  
7 has been initiated.

8 The United States reserves its right to proceed against any remaining assets not  
9 identified in this Plea Agreement, including any property in which Defendant has any  
10 interest or control, if said assets constitute or are derived from proceeds of, or were used  
11 or intended to be used to facilitate, the offense set forth in Count 1.

12 **15. Abandonment of Electronic Devices, Electronic Files, and Contraband.**

13 Defendant also agrees that, if any federal law enforcement agency seized any electronic  
14 devices or illegal contraband that was in Defendant's direct or indirect control, Defendant  
15 abandons any interest in such devices or contraband and consents to the federal  
16 administrative disposition, official use, and/or destruction of such devices or contraband  
17 (and/or the deletion of data stored on such devices), including but not limited to, the  
18 devices identified in Attachment A to this Agreement, as well as any contraband or non-  
19 contraband files contained on such devices.

20 **16. Non-Prosecution of Additional Offenses.** As part of this Plea Agreement,  
21 the United States Attorney's Office for the Western District of Washington agrees not to  
22 prosecute Defendant for any additional offenses known to it as of the time of this Plea  
23 Agreement based upon evidence in its possession at this time, and that arise out of the  
24 conduct giving rise to this investigation, and moves to dismiss the remaining counts in  
25 the Indictment at the time of sentencing. In this regard, Defendant recognizes the United  
26 States has agreed not to prosecute all of the criminal charges the evidence establishes  
27 were committed by Defendant solely because of the promises made by Defendant in this  
28 Plea Agreement. Defendant agrees, however, that for purposes of preparing the

1 Presentence Report, the United States Attorney's Office will provide the United States  
2 Probation Office with evidence of all conduct committed by Defendant.

3 Defendant agrees that any charges to be dismissed before or at the time of  
4 sentencing were substantially justified in light of the evidence available to the United  
5 States, were not vexatious, frivolous or taken in bad faith, and do not provide Defendant  
6 with a basis for any future claims under the "Hyde Amendment," Pub. L. No. 105-119  
7 (1997).

8 **17. Breach, Waiver, and Post-Plea Conduct.** Defendant agrees that, if  
9 Defendant breaches this Plea Agreement, the United States may withdraw from this Plea  
10 Agreement and Defendant may be prosecuted for all offenses for which the United States  
11 has evidence. Defendant agrees not to oppose any steps taken by the United States to  
12 nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea  
13 Agreement. Defendant also agrees that, if Defendant is in breach of this Plea Agreement,  
14 Defendant has waived any objection to the re-institution of any charges that previously  
15 were dismissed or any additional charges that had not been prosecuted.

16 Defendant further understands that if, after the date of this Agreement, Defendant  
17 should engage in illegal conduct, or conduct that violates any conditions of release or the  
18 conditions of confinement (examples of which include, but are not limited to, obstruction  
19 of justice, failure to appear for a court proceeding, criminal conduct while pending  
20 sentencing, and false statements to law enforcement agents, the Pretrial Services Officer,  
21 Probation Officer, or Court), the United States is free under this Plea Agreement to file  
22 additional charges against Defendant or to seek a sentence that takes such conduct into  
23 consideration by requesting the Court to apply additional adjustments or enhancements in  
24 its Sentencing Guidelines calculations in order to increase the applicable advisory  
25 Guidelines range, and/or by seeking an upward departure or variance from the calculated  
26 advisory Guidelines range. Under these circumstances, the United States is free to seek  
27 such adjustments, enhancements, departures, and/or variances even if otherwise  
28 precluded by the terms of the Plea Agreement.

1       **18. Waiver of Appellate Rights and Rights to Collateral Attacks.**

2 Defendant acknowledges that, by entering the guilty plea(s) required by this plea  
3 agreement, Defendant waives all rights to appeal from Defendant's conviction, and any  
4 pretrial rulings of the Court, and any rulings of the Court made prior to entry of the  
5 judgment of conviction. Defendant further agrees that, provided the Court imposes a  
6 custodial sentence that is within or below the Sentencing Guidelines range (or the  
7 statutory mandatory minimum, if greater than the Guidelines range) as determined by the  
8 Court at the time of sentencing, Defendant waives to the full extent of the law:

9           a. Any right conferred by Title 18, United States Code, Section 3742,  
10 to challenge, on direct appeal, the sentence imposed by the Court, including any fine,  
11 restitution order, probation or supervised release conditions, or forfeiture order (if  
12 applicable); and

13           b. Any right to bring a collateral attack against the conviction and  
14 sentence, including any restitution order imposed, except as it may relate to the  
15 effectiveness of legal representation.

16       This waiver does not preclude Defendant from bringing an appropriate motion  
17 pursuant to 28 U.S.C. § 2241, to address the conditions of Defendant's confinement or  
18 the decisions of the Bureau of Prisons regarding the execution of Defendant's sentence.

19       If Defendant breaches this Plea Agreement at any time by appealing or collaterally  
20 attacking (except as to effectiveness of legal representation) the conviction or sentence in  
21 any way, the United States may prosecute Defendant for any counts, including those with  
22 mandatory minimum sentences, that were dismissed or not charged pursuant to this Plea  
23 Agreement.

24       **19. Voluntariness of Plea.** Defendant agrees that Defendant has entered into  
25 this Plea Agreement freely and voluntarily, and that no threats or promises were made to  
26 induce Defendant to enter a plea of guilty other than the promises contained in this Plea  
27 Agreement or set forth on the record at the change of plea hearing in this matter.  
28



1       **20. Statute of Limitations.** In the event this Plea Agreement is not accepted  
2 by the Court for any reason, or Defendant breaches any of the terms of this Plea  
3 Agreement, the statute of limitations shall be deemed to have been tolled from the date of  
4 the Plea Agreement to: (1) thirty (30) days following the date of non-acceptance of the  
5 Plea Agreement by the Court; or (2) thirty (30) days following the date on which a breach  
6 of the Plea Agreement by Defendant is discovered by the United States Attorney's  
7 Office.

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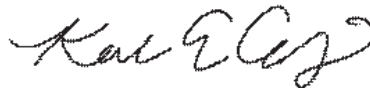
21. **Completeness of Agreement.** The United States and Defendant  
acknowledge that these terms constitute the entire Plea Agreement between the parties,  
except as may be set forth on the record at the change of plea hearing in this matter. This  
Agreement binds only the United States Attorney's Office for the Western District of  
Washington. It does not bind any other United States Attorney's Office or any other  
office or agency of the United States, or any state or local prosecutor.

Dated this 16<sup>th</sup> day of May, 2022.



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KRISTEN LECCESE  
Defendant



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KATHLEEN CASSIDY *pro hac vice*  
Attorney for Defendant



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STEVEN MASADA  
NICHOLAS MANHEIM  
Assistant United States Attorneys

**ATTACHMENT A**

1. One iPhone IMEI 359296062506713
2. One Silver Macbook Pro S/N C02C31LJMD6N
3. Five Portable Storage Devices
  - a. Western Digital My Passport Ultra (S/N WX11D79FHZ21)
  - b. Seagate Backup Plus Portable Drive (S/N NA96WZGB) 2TB
  - c. Samsung T5 Portable SSD (S/N S4B0NV0M603154F) 1TB
  - d. Samsung T5 Portable SSD (S/N S49WNV0M323063W) 500GB
  - e. SanDisk SD Card 1GB"
4. One Lenovo Yoga Laptop S/N MP1CLL78
5. One Asus Laptop
6. Apple iMac Grey/Blk S/N C02RF2GGGG77
7. Apple iMac Grey/Blk S/N C02BWAMKHX87
8. One Black Phone w/ Label 415-568-0297 w/ Blk Battery Tracphone
9. One Samsung USB 1286-3.0
10. One Black Phone Model 5041C IMEI 015163001094761 w/ Blk battery
11. Three Audio Recorders
  - a. Zoom H5 Handy Recorder
  - b. Sony ICD-PX333 Recorder
  - c. Osmo Pocker Recorder (S/N 0W7DG8G0131014)"
12. Samsung Cellphone IMEI 359265100045455
13. Two Samsung Portable Storage Devices
  - a. S/N S4B0NV0M302711X
  - b. S/N S4B0NV0K907395K"
14. Black iPhone w/ 2 Cameras and Black Rubber Case
15. Samsung Cellphone IMEI 352067105624319
16. Tracfone Cellphone IMEI 015293005169531
17. Space Grey Apple iPad with model A1876 and S/N DXZLBCAK7RG

18. Samsung Cellphone HEX: 35293809476230
19. Black Samsung Portable SSD T5 with hand written label "can't touch this"
20. Black Staples 16GB Thumbdrive with White Section Visible
21. Black Sony Recorder with Numbers 1111434 on Back of Device
22. Black My Passport External Storage Device with S/N Not Visible
23. Black My Passport External Storage Device with S/N WXJ1AC805F7K
24. Blue External Storage Device with Partially Visible S/N WXE1A58K
25. Samsung Galaxy S10 in Clear Case
26. Apple iPhone in Light Green and Gold Case
27. Apple iPhone in Black Otterbox Case
28. One Silver Macbook Pro S/N C02SGJ12G8WP
29. Six (6) Portable Storage Devices
  - a. 1-Mophie Power Boost
  - b. 1-Lexar USB 3.0 Thumb Drive
  - c. 1-SanDisk Cruzer Glide 32GB USB Thumb Drive
  - d. 1-Verbatim 16GB USB Thumb Drive
  - e. 1-Samsung T5 Portable Solid State Drive (SSD) 500GB (S/N S3UJNV0K417162R)
  - f. 1-Western Digital My Passport SSD 512GB (S/N 185011443301)"
30. One Sony Portable Recording Device
31. One iPhone 11 Pro Max w/ Pink Case
32. One iPhone XS Max w/ Floral Case
33. One Asus Q536F Notebook PC FCC ID: MSQP56002 w/ Charger
34. One Thinkpad Laptop S/N PF-16KFAX w/ Charger